

**AMENDMENT
TO THE
AGREEMENT BETWEEN
VELOCITY NETWORKS OF KENTUCKY, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED SEPTEMBER 1, 2000**

Pursuant to this Amendment, (the "Amendment"), Velocity Networks of Kentucky, Inc. ("Velocity"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated September 1, 2000 ("Agreement").

WHEREAS, BellSouth and Velocity entered into the Agreement on September 1, 2000, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Attachment 2 of the Agreement is hereby amended to include a new section 4.1.3.1.1 and all its subsections as follows:
 - 4.1.3.1.1 Unbundled Local Switching, together with Common Transport and, if necessary, Tandem Switching, provides to Velocity local subscribers local calling and the ability to presubscribe to a primary carrier for intraLATA toll service and a primary carrier for interLATA toll service.
 - 4.1.3.1.1.1 Provided that Velocity purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an Velocity local end user, or originated by a BellSouth local end user and terminated to an Velocity local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge Velocity the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and Velocity shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.
 - 4.1.3.1.1.2 Where Velocity purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate

from an Velocity end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge Velocity the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and Velocity shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

- 4.1.3.1.1.3 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill Velocity the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.
- 4.1.3.1.1.4 Reverse billed toll calls, such as intraLATA 800 calls, calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local calls and Velocity shall not bill BellSouth originating or terminating switched access for such calls.
- 4.1.3.1.1.5 BellSouth shall assess retroactive charges for UNE transport and switching associated with using the BellSouth LPIC if a CLEC has been able to previously select BellSouth as the end user LPIC prior to the option allowing the selection of a BellSouth provided LATA-wide local calling area being offered.
2. All of the other provisions of the Agreement, dated September 1, 2000, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Velocity Networks of Kentucky, Inc.

By: Original Signature on File

Name: R. David Edwards

Title: President

Date: 5/24/01

BellSouth Telecommunications, Inc.

By: Original Signature on File

Name: C. W. Boltz

Title: Managing Director

Date: 5/29/01